



Monotype Ltd.
Unit 2:05, The Tea Building
56 Shoreditch High St.
London E1 6JJ
United Kingdom
Phone: +44 20 7039 0200
Monotype.com

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Software License Order Form.

Fee and Term	
Desktop Font Software License	NA
Desktop License Fee	GBP 0.00 (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility)
Non-Desktop Font Software License	Contract Start Date (MM/DD/YYYY): 01/15/2022 Contract End Date (MM/DD/YYYY): 01/14/2023 This Agreement will automatically renew for additional 1 year periods, unless either party provides written termination at least thirty (30) days prior to the expiration of the then current Term.
Non-Desktop License Fee	USD 7,814 for the initial Term (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility). The fee to be charged for any additional 1 year renewal period shall be equal to the amount that is 5% greater than the fee charged for the prior term.
Professional Services	As indicated below, if applicable.
Professional Services Fee	GBP 0.00 (exclusive of taxes and duties imposed by any governmental authority, all of which shall be your responsibility)

Contact Information		
Customer	Billing / Third Party Payor (if same as Customer, indicate below)	Monotype
Name: Contoso Healthcare Pvt. Ltd.	Name:	Prepared by: Chrishan Tailor
Contact: Rishanku Goyal	Contact:	E-mail: chrishan.tailor@mot.com
Address: Floor 18, Godrej BKC, Plot No. C – 68, Near MCA India	Address:	Date prepared (MM/DD/YYYY): 11/24/2021
Phone:	Phone:	Offer expires (MM/DD/YYYY): 12/03/2021
E-mail: rishanku.goyal@Contoso.com	E-mail:	
VAT (if applicable):	Same as Customer	
<p><i>All notices shall be in writing, sent to the applicable address above, and signed by or on behalf of the party sending it. All notices sent to Monotype shall also be copied to notices@mot.com. Notices shall be deemed to have been received within forty-eight (48) hours of posting if sent by regular mail.</i></p> <p><i>If a third party has been identified as the payor under this Agreement, the party entering into this Agreement understands and agrees that if such third party payor does not make payment in accordance with the payment terms contained herein, the party entering into this Agreement shall be responsible for all payments due to Monotype under this Agreement.</i></p>		

Capitalized terms used in this Agreement shall have the meaning set forth in Section 1.

Permitted Usage per Term	
Font Software	As set forth on Attachment 1
Licensed Workstations (Desktop)	0 Workstations
Licensed Mobile Applications	1 Mobile Applications

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Licensed Commercial Electronic Documents	0 Commercial Electronic Documents
Licensed Servers	0 Servers
Licensed Page Views (Web Page Content)	0 Monthly Page Views
Licensed Impressions (Digital Marketing Communications)	0 Monthly Impressions
Subsetter Application Workstations	0 Workstations

Professional Services

Monotype agrees to provide the Professional Services set forth below pursuant to this Agreement. If you request any changes to such Professional Services, Monotype shall provide you with a revised estimate of the fees and time required to complete the Professional Services. An agreed change shall not release you from paying the Professional Services fees for Professional Services provided prior to the agreed change.

Description of Professional Services:

Estimated delivery plan:

Monotype estimates that the Professional Services described above will be delivered in accordance with the time line set forth below. This is a schedule estimate and not a fixed commitment to deliver or complete the Professional Services within a fixed time.

General Terms

Binding obligation	You, identified as "Customer" or "you", are entering into this Agreement with Monotype on the Effective Date. This Agreement may only be modified in a written document signed by both you and Monotype; provided, however, that additional Order Forms may, after the Effective Date, be entered into by the parties without other revisions to the terms of this Agreement. <input type="checkbox"/> You are entitled to sublicense the rights granted herein, with the exception of this sublicense right, under the conditions set forth below to the following entities: _____. You are entitled to sublicense to such entities under the conditions that (a) the sublicensee accepts all terms of this Agreement and (b) you shall be fully responsible for a breach of these terms by a sublicensee. <input type="checkbox"/> Licensed rights under this License and Order Form will be transferred under Section 3 to: _____	
Purchase Order	If you require a purchase order to be issued to Monotype in order to initiate payment, you must provide the purchase order within seven (7) calendar days after the Effective Date. Any additional or inconsistent terms, whether issued by you or Monotype, including any terms and conditions set forth on a purchase order provided by you or by a third party on your behalf, will not bind Monotype unless Monotype gives its express agreement in writing.	
Payment terms	All payments owed by you shall become due as defined below and are non-refundable. Failure to pay amounts due shall be a breach of this Agreement. Payment Information	
	All payments shall be made to: Monotype Limited	Notification of payment to:



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	Unit 2:05, The Tea Building, 56 Shoreditch High St, London E1 6JJ Monotype's bank account details will be printed on your invoice.	Monotype Limited Finance Department Unit 2:05, The Tea Building, 56 Shoreditch High St, London E1 6JJ
	Payment Terms: Net thirty (30) days from invoicing The first invoice will be issued at or around contract execution. Subsequent invoices will be provided thirty (30) calendar days prior to due date.	
Delivery	The Font Software will be delivered as follows: By email to <i>If applicable and a different address is not provided, the Font Software will be delivered to the Customer address set forth above.</i> If delivery to you as set forth in this Agreement is prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations, this Agreement shall be deemed void.	
Customer Surveys	By initialing, I hereby consent to receiving electronic surveys about our satisfaction with Monotype's products and with Monotype's services like the web site, customer support or font customization.	

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for, and on behalf of, the respective parties and that any attachments to this Agreement are made part of this Agreement.

Monotype Ltd.

Christopher Kollat

Name

Managing Director

Position

DocuSigned by:

Christopher Kollat

9699D472667B41A...

Signature

Jan-05-2022

Date

Contoso Healthcare Pvt. Ltd.

samhita Das Sharma

Name

Position

DocuSigned by:

samhita Das Sharma

4B1A5C30D86241D...

Signature

Jan-05-2022

Date

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Software License Terms.

1. DEFINITIONS.

Agreement	The License and Order Form and License Terms, including any attachments hereto or thereto.
Commercial Electronic Document	An Electronic Document which may be distributed to the general public (or to some subset of the general public) as a commercial product for a fee or other consideration (for example, an e-book). For the avoidance of doubt, an Electronic Document that is created for one's own internal use only or for distribution in a manner that is incidental to its business (for example an instruction manual that explains its product), is not considered a Commercial Electronic Document under this Agreement.
Critical Patch Release	Updates to any of the Font Software that Monotype determines, at its sole discretion, will be made available on a general basis to all of its customers. Critical Patch Releases may or may not include certain changes that are included in an update and may be released before or after any such update is provided to eligible customers. A Critical Patch Release may, at Monotype's sole discretion, be released prior to completion of Monotype's complete quality assurance testing process.
Derivative Work	A work, including but not limited to software or data, based upon or derived from any of the Font Software (or any portion of the Font Software) in any form in which such software or data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which the Font Software may be converted.
Digital Marketing Communication	A piece of promotional or marketing content delivered via the internet. A Digital Marketing Communication includes, but is not limited to, email advertisements, banner ads and display advertisements shown on websites, advertisements in web applications and advertisements in mobile applications.
Effective Date	The date that is the earlier of your acceptance of this offer (for instance providing a purchase order or authorizing a third party to provide a purchase order for you or by ordering by email or regular mail) or the final signature on this document.
Electronic Document	An electronic document or data file, for example a .pdf manual or an e-book, which is created by Use of the Font Software, but which but which is not a Digital Marketing Communication.
Font Software	The font software referenced in Attachment 1 of this Agreement, which when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all subsets and bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software and all copies of the Font Software in web font format Used or accessed in conjunction with the rendering of web pages for Licensed Page Views, including copies of web pages that may be temporarily cached. Not all Font Software is available in all formats. Font Software does not include font software identified separately as third party software which may be included in this Agreement under different licensing terms, attached herein (if any).
Impression	Either (i) a response, in which the Font Software or Subset(s) thereof is incorporated, from a digital advertisement delivery system to a request from a web or mobile browser or other application, or (ii) an opened e-mail where the Font Software or Subset(s) thereof is delivered to the email client.
Licensed Commercial Electronic Document	Any Commercial Electronic Document up to the number of Commercial Electronic Documents as indicated in the Order Form.
Licensed Server	Any Server up to the number of Licensed Servers indicated in the Order Form, on which the Font Software may be accessed by users or Workstations other than the Licensed Workstations.
Licensed Impression	Any Impression up to the number of Impressions indicated in the Order Form.



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Software License Terms.

Licensed Mobile Application	Any Mobile Application up to the number of Mobile Applications indicated in the Order Form.
Licensed Page View	Any Page View up to the number of Page Views indicated in the Order Form.
Licensed Workstation	Any Workstation up to the number of Workstations indicated in the Order Form. Each Workstation must be owned or controlled by your employee or independent contractor, or an employee of a third party (such as an agency or a commercial printer) engaged by you for the purpose of exercising the license rights granted herein on your behalf, or, if you are an agency, an employee of your client by whom you have been engaged to Use the Font Software as set forth in this Agreement. You shall be responsible for compliance with the terms of this Agreement by any such third party and its employee(s), client and its employees or independent contractor.
Mobile Application	A product that is distributed as software only and (i) is not embedded into hardware of any kind, (ii) is not a platform or operating system that can run other software programs, (iii) which runs on mobile platforms, (iv) which is not Publicly Available Software or integrated in such software and (v) is made available by Customer to end users either directly or through a distributor. A version of a Mobile Application that does not have unique functionality beyond the scope of a previously released Mobile Application and is not licensed or marketed under a new name shall not be considered a new Mobile Application.
Monotype	Collectively, Monotype Imaging Inc. or any other Monotype entity identified in this Agreement, its successors and assigns, and its parent and affiliated corporations.
Order Form	Any Software License Order Form entered into between the parties which is subject to these License Terms.
Page View	A single instance of access to a particular web page.
Professional Services	The Monotype Studio™ Services identified in this Agreement, if applicable.
Publicly Available Software	(a) Any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be Licensed for the purpose of making Derivative Works, or (iii) be redistributable at no charge.
Server	Any server that is either (a) maintained on your premises; (b) under your exclusive control; or (c) owned and controlled by a third party hosting service for your benefit (provided that you (i) have a written agreement regarding the Use and protection of the Font Software installed on such server, and (ii) shall remain responsible for any unauthorized access to and security of the Font Software on such server). Furthermore, if such Server is part of a cloud server service, you are permitted to upload a copy of the Font Software to the cloud server service; provided that the Font Software and any Derivative Works thereof cannot be downloaded except to Licensed Workstations, and if such cloud server service is owned and controlled by a third party hosting service for your benefit, you will require the cloud server service to completely remove the Font Software from the Servers upon termination of your use of the cloud server service.
Subset	A Derivative Work of the Font Software, created by removing certain glyphs and/or characters therefrom.
Subset Application	Monotype's proprietary application used to create a Subset of the Font Software in web font format.
Term	For desktop licenses the time after the Effective Date, for non-desktop licenses the time between Contract Start Date and Contract End Dates (initial term) of this Agreement or any renewal term.

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Software License Terms.

Trademarks	The trademark as set forth at www.monotype.com/legal/trademarks for each piece of Font Software licensed under this Agreement or under which Monotype markets the Font Software.
Use	With respect to the Font Software when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides. With respect to the Subsetter Application, when the software or instructions are executed.
Workstation	A hardware component in which Font Software or the Subsetter Application is installed and from which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software or Subsetter Application, as applicable.

2. LICENSE GRANTS.

You are licensing Font Software (and, if applicable, purchasing Professional Services) from Monotype. You agree that you have the rights expressly set forth in this Agreement and no other. All rights not expressly granted in this Agreement are reserved to Monotype.

The rights set forth in this Section 2 will apply if the respective rights are listed with an amount in the Order Form. You are responsible for compliance with the terms of this Agreement by all of your users as well as any other parties who access the Font Software. Unless the Font Software is delivered under a separate EULA by a third party foundry (in which case the terms of such third party EULA shall govern your Use of the Font Software), you are hereby granted, during the Term and subject to all terms and conditions set forth herein, a worldwide (subject to Section 7.B), non-exclusive, non-assignable, non-transferable license to:

A. FONT SOFTWARE.

i. Desktop Font Software License:

- a. Install the Font Software on up to the number of Licensed Workstations set forth in the Order Form.
- b. Install the Font Software onto any Server on which the Font Software may only be accessed by the Licensed Workstations.
- c. Use the Font Software on such Licensed Workstations or via such Server to:
 - (i) create, edit, view, print and distribute materials, provided that, (a) if you distribute such materials, the materials do not contain the Font Software, and (b) if you create a static graphic image with a representation of a typeface and typographic design or ornament, such static graphic image does not correspond to glyphs or glyph combinations of the Font Software which are individually addressed by software, a web site, a hardware device or other means to render such designs and ornaments; and/or
 - (ii) embed the Font Software into Electronic Documents and duplicate the Font Software as an integrated part of any such Electronic Document, provided that Electronic Documents with embedded Font Software may only be distributed if (a) they are not Commercial Electronic Documents and (b) the Font Software cannot be fully or partially extracted from such Electronic Documents. (For distribution rights of Commercial Electronic Documents with embedded Font Software a Commercial Electronic Document license is required.)
- d. Make backup copies of the Font Software, provided that such copies are for your internal back up purposes only and remain in your exclusive control.

ii. Non-Desktop Font Software Licenses:

Mobile Applications:

- a. Incorporate the Font Software into a Mobile Application, up to, in the aggregate, the number of Licensed Mobile Applications, in a manner in which the Font Software cannot be fully or partially extracted, provided

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Software License Terms.

- (i) that the Mobile Application does not provide office functionality to end users (such as word processing or presentation design) and/or (ii) its primary purpose is not to replace the Font Software.
- b. Duplicate the Font Software as an integral part of any such Mobile Application.
- c. Distribute the Font Software directly or indirectly as an integrated component of any such Mobile Application.

Commercial Electronic Documents:

- a. Embed the Font Software into Licensed Commercial Electronic Documents and duplicate the Font Software as an integral part of any such Licensed Commercial Electronic Document.
- b. Distribute the Font Software directly or indirectly as an integrated component of any such Licensed Commercial Electronic Document, provided that (i) the Font Software cannot be fully or partially extracted from such Licensed Commercial Electronic Document, and (ii) a recipient cannot edit the Licensed Commercial Electronic Document with the Font Software.

Servers:

- a. Install the Font Software, or a Customer web server application into which the Font Software has been incorporated, on Licensed Servers; and
- b. Allow internal or external users to use the Font Software on such Licensed Servers in the manners set forth in Section A.i.c., provided that any Electronic Document created and distributed is not a Commercial Electronic Document and cannot be further edited by the recipient.

Web Page Content: Use the Font Software, on a Server to generate content on websites owned or under your control for up to the number of Licensed Page Views. This license allows users of your website to type text on that website through Use of the Font Software (e.g. in form fields, comments etc.) for transactional or marketing purposes. This license does not allow the Font Software to be embedded in a web based customer product (e.g. a web server application) or online word processing solution. (See "Servers" above for such license.)

Digital Marketing Communications: Embed the Font Software into a Digital Marketing Communication in a manner in which the Font Software cannot be fully or partially extracted or create a Digital Marketing Communication that is generated as described in the previous paragraph through Use of the Font Software in web font format, in each case to be distributed directly or indirectly up to the number of Licensed Impressions.

B. SUBSETTER APPLICATION.

Install and Use the Subsetter Application on up to the number of Subsetter Application Workstations set forth in the Order Form to create Subset(s) of the Font Software in a web font format provided that any such Subset continues to be owned by Monotype and shall constitute Font Software under this Agreement.

C. TRADEMARKS.

Although use of the Trademarks is not required, if you elect to do so, Use the Trademarks (i) in your advertising, publicity, literature, packaging and other promotional activities in connection with the Font Software incorporated into your products, and (ii) to identify the Font Software that is embedded in or accessed through your products as permitted by this Agreement, in each case subject to the requirements set forth at <http://www.monotype.com/legal/trademarks/guidelines/>. You acknowledge that Monotype or its licensors own all right, title and interest in and to the Trademarks.



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3. RESTRICTIONS.

You may not:

- Transfer your license rights to the Font Software; provided that you may transfer all your rights to Use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of this Agreement, (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device, and (iii) there is no change to the intent or scope of the rights granted by this Agreement as a result of such transfer.
- Modify the Font Software in any way, including to create, directly or indirectly, Derivative Works from the Font Software or any portion thereof (except as otherwise specifically set forth herein).
- Embed the Font Software in Open Source software which may have the direct or indirect effect of causing the Font Software to become Publicly Available Software or otherwise be subject to a Publicly Available Software agreement.

4. EXCEEDING LICENSED USAGE OF THE FONT SOFTWARE.

You have licensed rights in this Agreement to the Font Software that may be subject to certain limitations in volume. Monotype makes available to you technology that will allow you to track (and automatically report to Monotype) the number of Page Views and Impressions generated by your Use of the Font Software. If you do not elect to use the tracking technology and with regard to other limitations in volume such as the number of Workstations using the Font Software, the number of Mobile Applications or the number of Commercial Electronic Documents with embedded Font Software, or the number of Servers used pursuant to Section 2.A.ii. Servers, Monotype has the right to ask you, from time to time, to provide information regarding such limitations (namely the number of Workstations, Mobile Applications, Commercial Electronic Documents, Servers, Page Views, and/or Impressions) and you are obligated to maintain records with respect to such usage and to provide us with that information within 30 days of our request. In the event your Use of the Font Software exceed the licensed limited amount, you agree to license from Monotype the necessary additional amounts and pay any fee associated with such increase.

5. TERMINATION.

In addition to a decision by either party to not renew this Agreement upon the expiration of the Term, the parties shall have the right to terminate the Agreement only as set forth in this Section 5.

Either party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other party if the non-notifying party has breached this Agreement, and such breach has not been cured within that thirty (30) day period. Any such notice shall set forth the breach or breaches and the actions necessary to cure them, if a cure is possible.

Except in the event this Agreement is terminated by Monotype for your uncured breach, in the event you have licensed Font Software for the "life of title" for a Licensed Mobile Application or Licensed Commercial Electronic Document, your right to distribute such Licensed Mobile Application(s) or Licensed Commercial Electronic Document(s) shall survive the termination of this Agreement for so long as you continue to distribute such Licensed Mobile Application(s) or Licensed Commercial Electronic Document(s) which incorporate the Font Software.

The rights of a recipient of a Licensed Mobile Application or a Licensed Commercial Electronic Document generated pursuant to this Agreement shall survive the termination of this Agreement. All other license rights granted to you in this Agreement shall end with the termination of this Agreement.



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Software License Terms.

The termination of this Agreement shall not preclude either party from suing the other party for damages of any breach of the Agreement.

If an existing license agreement between you and Monotype expires at the conclusion of its then-current term without being renewed by either party or is terminated by either party for any reason, and you request to reinstate such agreement, Monotype may, in its sole discretion, agree to allow such reinstatement. In case of a reinstatement, Monotype reserves the right to charge you a one-time additional fee of twenty percent (20%) of the last annual term fee due under the agreement, which shall be due upon execution of such reinstatement.

6. WARRANTIES, INDEMNIFICATION AND LIMITATION OF LIABILITY.

A. WARRANTIES.

For a period of one (1) year as of the Delivery of the Font Software if the licensed rights are (a) perpetual or (b) granted for an indeterminable term (such as a "life of title" Mobile Application license); or during the Term if the licensed rights are granted for a specific term, Monotype warrants the following:

- The Font Software will effect a faithful reproduction of the underlying typeface design which is of a quality consistent with industry standards.
- The Font Software has no defect nor is deficient in title;
- The Font Software does not infringe any intellectual property rights of any third parties, including but not limited to copyrights, design rights, trademarks and patents;
- The Font Software upon delivery, does not contain viruses, time or logic bombs, Trojan horses, worms, timers, clocks, trap doors, or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system, including, without limitation, its security or user data, or otherwise cause the Font Software to become inoperable or incapable of being used in accordance with this Agreement; and
- The Font Software is not Publicly Available Software.

In case of a defect or deficiency in title, promptly after you let us know of the problem (in text form, which could include via an email to warranty@mot.com), Monotype will do everything that is commercially reasonable to correct the problem within fourteen (14) calendar days.

B. INDEMNIFICATION.

Monotype shall, at its expense and at your request:

- defend you from any claim or action brought by an unaffiliated third party against you or an authorized sublicensee to the extent it is based on a claim that Monotype has breached a warranty contained in Section 6.A or any other obligation under this Agreement; and
- indemnify you against any damages, liability, costs or expenses incurred by you or an authorized sublicensee (including, without limitation, reasonable attorneys' fees) resulting from such a claim or a breach of a warranty contained in Section 6.A.

You must notify Monotype promptly in writing of a claim, permit Monotype to control the defense or settlement, and cooperate fully with Monotype in such defense and settlement as reasonably requested and at Monotype's expense.



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Software License Terms.

C. LIMITATION OF LIABILITY.

Except in the event of gross negligence or willful misconduct, neither party will be responsible for:

- Incidental, indirect, consequential or punitive damages, including without limitation, lost profits, business interruption, loss of use or lost data, regardless of the form of the action whether in contract, tort (including negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages, in each case to the extent permitted by law. For clarification only, any damages incurred by either party as a result of infringement of a third party's intellectual property rights are considered direct damages that are not excluded by this limitation of liability; or
- Any damages caused by the other party's failure to perform its obligations.

7. MISCELLANEOUS.

- A. SUPPORT.** You shall be entitled to Critical Patch Releases to the Font Software. Monotype shall provide you with limited telephone support for the initial integration or implementation of the Font Software, the total of such time to be reasonable but not to exceed five (5) hours. Additional technical support will be provided on a first come, first served basis via support ticket submission. Support hours are 10 am to 6 pm Eastern Time in the United States and CET time in Europe, Monday through Friday. You shall be solely responsible for technical support, if any provided to the users of your products into which the Font Software may be embedded or integrated.
- B. EXPORT.** You agree that you will not ship, transfer or export the Font Software into any country or use the Font Software in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.
- C. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.**
- You agree that the Font Software is protected by the copyright law or other intellectual and industrial property rights of the United States and its various States, and of other nations, and by international treaties.
 - You agree that Monotype and or/its licensors own all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all intellectual and industrial property rights therein such as copyright, design and trademarks rights.
 - You agree that the Font Software, its structure, organization, code, and related files are valuable property of Monotype and/or its licensors and that any intentional or negligent Use of the Font Software not expressly permitted by the Agreement constitutes an infringement of intellectual and industrial property rights.
 - All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions.
- D. PRIVACY AND DATA PROTECTION.** All personal data contained in this Agreement will be collected and held in compliance with applicable privacy laws and our Contractual Privacy Statement, which can be found at <https://www.monotype.com/legal/privacy-policy/contractual-privacy-statement>.
- E. ENTIRE AGREEMENT; PARTIAL NULLITY; GOOD FAITH OBLIGATIONS.** This Agreement constitutes the entire agreement between the parties hereto with respect to the license of the Font Software and, if applicable, the provision of the Professional Services. In the event that any provision of this Agreement is unenforceable or invalid, such unenforceability or invalidity shall not render the Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions. You and Monotype each owe a duty to co-operate in order to give full effect to this Agreement.

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- F. ASSIGNMENT.** Your obligations under this Agreement may not be sublicensed or assigned to any third party (with a change in control of you constituting an assignment). This Agreement shall be binding on your and Monotype's successors and assigns.
- G. GOVERNING LAW; JURISDICTION** This Agreement is governed by the laws of England and Wales (without regard to applicable conflict of laws provisions). The courts of London, England, shall be the exclusive forum for any disputes arising out of or related to this Agreement. Both you and Monotype agree to the personal jurisdiction and venue of these courts in any action related to this Agreement. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms and conditions in this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.



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License Terms.

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56 Shoreditch High St.
London E1 6JJ
United Kingdom
Phone: +44 20 7039 0200
Monotype.com

ATTACHMENT 1 TO ORDER FORM # M00207102
FONT SOFTWARE

	Font Software	Format	Product No.
1.	Brandon Grotesk complete family	Open Type	147117361

In the event you have licensed specific rights with respect to certain Font Software, such rights will be separately listed on this Attachment 1. Otherwise, all rights applicable to and indicated on page 1 of the Order Form will apply to the Font Software listed above.